IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH.

Crl. Revision No. 136 of 2007.
Date of Decision: May 21, 2007.

Balwant Singh

....Petitioner

through
Mr. IPS Kohli, Advocate

Versus

State of Punjab and anr .

...Respondents
through
Mr. Rajesh Bhardwaj, DAG, Punjab.
Respondent in person.

CORAM:

HON'BLE MR. JUSTICE SURYA KANT.

1. Whether Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

SURYA KANT,J.(ORAL)

This revision petition is directed against the judgment and order dated 26.3.2004 passed by learned Chief Judicial Magistrate, Moga, whereby, petitioner has been convicted under Section 138 of the Negotiable Instruments Act and has been sentenced to undergo rigorous imprisonment for a period of one year and to pay a fine of Rs.8 lacs, as well as the judgment dated 28.10.2006 passed by learned Addl. Sessions Judge, Moga, whereby, the petitioner's appeal against the above stated judgment and order for his conviction and sentence has been dismissed.

In order to bring the petitioner's guilt at home, the respondent-complainant has successfully proved that the cheque

bearing No.330771 dated 1.1.1999 for a sum of Rs.4 lacs was issued by the petitioner in favour of the complainant. The said cheque was issued in order to discharge the debt liability as the petitioner had borrowed a sum of Rs.4 lacs for the saw-mill run by him. The aforementioned cheque was deposited by the complainant in his saving bank account with the Moga Central Co-operative Bank Limited, Moga, however, it was returned to him by the petitioner's banker, vide memo dated 6.1.1999 with the remarks that it could not be honoured due to insufficient funds.

Thereafter, the respondent-complainant served the petitioner with a legal notice dated 18.1.1999, which was duly served upon him on 20.1.1999. However, no payment was made despite the said legal notice. Consequently, the complaint in question was filed by the respondent on 28.9.1999.

In order to prove his allegations, the respondent himself appeared as PW-1 and proved various documents, namely, cheque Ex.P1, memo dated 6.1.1999 of the banker Ex.P2, postal receipt Ex.P3, legal notice Ex.P4 and acknowledgment of the receipt thereof Ex.P5. The respondent also examined Gurmail Singh, PW-2 Clerk of Moga Central Co-operative Bank Limited, Moga, who gave details regarding the dishonoured cheque.

The only plea taken by the petitioner in his statement under Section 313 Cr.P.C. was that no loan amount was ever taken by him from the complainant. He made his statement as DW-1 to this effect. The petitioner also denied his signatures on the cheque.

The aforementioned defence plea taken by the petitioner remained a bald statement only. It stands proved that the cheque was issued by the petitioner and was duly signed by him. It has also

been mentioned by both the courts that the said cheque was issued by the petitioner in order to discharge his liability.

It may be mentioned here that the respondent-complainant, who appears to be an old man of more than 80 years of age, agreed to compromise the matter subject to petitioner's paying a sum of Rs.one lac only. The petitioner, however, has refused to accept even the said offer.

In these circumstances, no case to reduce the quantum of sentence is made out.

In this view of the matter, all the ingredients of the Negotiable Instruments Act have been duly established.

In these circumstances and having regard to the scope of earlier perusal of evidence at the revisional stage, no case to interfere with the impugned judgments and orders is made out.

Dismissed.

May 21, 2007. **(SURYA KANT)**
sanjeev **JUDGE**